

ARTICLE 1

DEFINITIONS

1.1 BOARD

The terms "Board" or "employer," as used in this Agreement shall mean the Board of Education of the West Harrison Community School District or its duly authorized representative(s) or agent(s).

1.2 EMPLOYEE

The term "employee," as used in the Agreement, shall mean a (all) person(s) represented by the Association as members of the bargaining unit as defined and certified by the Public Employment Relations Board.

1.3 ASSOCIATION

The term "Association," as used in the Agreement, shall mean the West Harrison Education Association or its duly authorized representatives(s) or agent(s).

ARTICLE 2

GRIEVANCE PROCEDURE

2.1 DEFINITION

A grievance shall mean only that there has been an alleged violation, misinterpretation, or misapplication of any specific provisions of this Agreement.

2.2 PROCESS

2.2.1 Rights

Every employee covered by this Agreement and the Association with the consent of an aggrieved employee shall have the right to present grievances in accordance with these procedures.

2.2.2 Time Limits

Failure to act on any grievances within the prescribed time limits will act as a bar to any further processing of the grievance. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended or shortened by mutual agreement.

2.2.3 Instruction Program

It is further agreed that any investigation or other handling or processing of any grievances by the grieving employee shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or the teaching staff.

2.3 PROCEDURES

2.3.1 Step 1

An attempt shall be made to mutually resolve any grievance in informal, verbal discussion between the grievant or grievants and their designee and/or his or her principal. This must be completed within fourteen (14) days of the alleged violation of the contract.

2.3.2 Step 2

If the grievance cannot be mutually resolved informally, the aggrieved employee or employees shall file the grievance in writing with the principal. The written grievance shall state the facts of the actual grievance; shall state the specific clause or clauses of the contract alleged to have been violated, misinterpreted or misapplied; and shall state the remedy or remedies requested. The filing of the formal, written grievance at the second step must be within nineteen (19) days from the date of occurrence of the facts giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within seven (7) days after receipt of the grievance.

2.3.3 Step 3

In the event the grievance has not been satisfactorily resolved at the second step, the grievant shall file, within seven (7) days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the aggrieved, designee and the Superintendent shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and shall communicate it in writing to the employee and the principal.

2.3.4 Step 4

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Association may submit in writing a request on behalf of the Association and the grieving employee to the Superintendent within fourteen (14) days from the receipt of the Step 3 answer to enter into such arbitration. The Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. By lot, each of the two parties will alternatively strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services shall be borne equally by the school district and the Association. The arbitrator, in his decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning and application of the express language of the Agreement.

ARTICLE 3

HOURS

3.1 NORMAL SCHOOL WORKDAY

The normal in-school workday shall be 07:45 a.m. to 03:45 p.m. except Fridays or before holidays when employees shall ordinarily be permitted to leave after the last bus. The Board shall have the right to vary these hours in unusual circumstances. The Board will attempt to provide a lunch period of twenty-five (25) minutes for each employee.

3.2 INCLEMENT WEATHER

Employees shall ordinarily not be required to report more than one-half hour before or remain after student attendance is required on occasions of amended student attendance hours because of inclement weather. Employees shall not be required to report to work when student attendance is canceled because of inclement weather.

3.3 PARENT-TEACHER CONFERENCES

Attempts will be made to hold parent-teacher conferences during the normal workday hours. If employees are scheduled to hold parent-teacher conferences beyond the normal workday, the employee's workday will be reduced proportionately to the

number of hours scheduled beyond said workday. This paragraph does not apply to specially arranged conferences with individual parents. Teachers with children in the District shall be given an opportunity to have a conference with their children's teachers.

3.4 MEETINGS BEYOND THE NORMAL WORKDAY

The employer will attempt to schedule all committee meetings during the normal workday. When it is necessary to schedule meetings beyond the workday, such workdays will not begin any earlier than 7:15 a.m. nor end any later than 4:45 p.m. This paragraph does not apply to committees that are comprised of employees and non-School District employees.

3.5 EXTRA DUTIES

Two extracurricular duties will be assigned outside the normal workday without additional compensation. If additional duties are performed beyond two, the employer shall pay the sum of \$20 for each duty. An employee who is unable to work assigned duties will find someone to switch duty with him/her. If a replacement is not found, the employee will pay \$20 to cover the cost of hiring the substitute.

ARTICLE 4

EMPLOYEE EVALUATION PROCEDURES

4.1 NOTIFICATION

The employer will, after the start of the school year, identify to each employee the supervisory individual who will be responsible for that employee's evaluation. The supervisor shall notify the employee of the evaluation procedures and discuss with the employee the criteria that will be used in the evaluation as set forth in the evaluation instrument. All forms that are part of the evaluation process will be in the current employee's handbook.

4.2 OBSERVATION

All formal observations of an employee shall be conducted with the full knowledge of the employee, and for the purpose of evaluation toward the improvement

of professional performance as a means of assuring the most competent educational performance.

Short informal unannounced observations by evaluator will be conducted on a regular basis throughout the school year.

4.3 LENGTH

Each formal written evaluation shall be preceded by at least one (1) observation of at least thirty (30) consecutive minutes.

4.4 FORMAL OBSERVATION

Each employee shall be formally observed by his/her employer designated supervisor for the purpose of evaluation at least once during his/her first semester of employment, at least once during the employee's second semester of employment, and at least once every year for the remaining two year period of probation. Each employee no longer on probation shall be observed by his/her principal or appropriate supervisor as needed for the purpose of formal evaluation as outlined in the employee evaluation handbook.

4.5 WRITTEN EVALUATION

Formal and informal evaluations shall be reduced to writing and a copy of the evaluation given to the employee within seven (7) days from the observation. The employee shall be asked to sign the written evaluation. However, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. This time limit may be extended due to unusual circumstances.

4.6 EVALUATION CONFERENCE AND REMEDIATION

A copy of each written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within seven (7) school days following the observation. This time limit may be extended because of unusual circumstances.

The evaluator shall identify perceived deficiencies of the employee. If deficiencies are identified, the evaluator shall provide the employee a plan of remediation which, if followed, would eliminate the perceived deficiencies. Following remediation, reevaluation shall be afforded the employee in compliance with the procedures of this Article.

The written copy shall be signed by both parties and shall be given to the employee. The employee's signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation. No employee shall be required to sign a blank, incomplete evaluation.

4.7 EVALUATION FILE

Each employee has the right to review and copy all evaluation documents contained in his/her evaluation file, which shall contain all documents and information that deal with said employee's evaluations. Only information from this file can be used in the evaluation of the employee.

All documents which are placed in his/her evaluation file shall be called to the employee's attention in writing within five (5) days, except in unusual circumstances. Employees shall be apprised of the unusual circumstances. The employee has the right to respond in writing to any and all documents entered in the file and to have such written response placed in his/her evaluation file. The employee has the right to grieve an overall unsatisfactory evaluation.

4.8 FORMAL PROCEDURE

This procedure shall be confined to evaluations that are made within the confines of the employee's work place and workday, but shall not preclude inclusion in the evaluation of conduct which occurs outside the work place and workday which impacts on education in the District.

4.9 EVALUATION CRITERIA

See the attached Employee's Evaluation Handbook for the Evaluation criteria.

4.10 REMEDIATION

The building principal or appropriate supervisor shall provide the employee with assistance to remediate deficiencies noted in observations or formal evaluations. This provision shall not preclude the evaluator from noting previous deficiencies should they reoccur. Any negative comments, criticisms, complaints, or unsatisfactory assessments about the employee not listed on the subsequent evaluation are deemed to be satisfactorily corrected by the employee.

4.11 RESPONSE

If the employee feels his/her evaluation is unfair, unjust or inaccurate, he/she may respond to the evaluation and submit a written response to his/her evaluation within 30 calendar days of the date of the evaluation conference. The response shall be attached to any file copy of the employee's evaluation and shall be signed and dated by both parties to indicate awareness of the content. An employee who receives an overall unsatisfactory summative evaluation for the year may grieve the evaluation.

4.12 CRITICISM

Any adverse criticism of an employee shall be made in confidence and never in the presence of students or parents or in other public gatherings. All criticism, regardless of source, should be brought to the attention of the affected employee.

ARTICLE 5

LEAVES

5.1 SICK LEAVE

Sick leave will be granted in accordance with state law. Fifteen days of sick leave will be allowed each year beginning with the first year of employment. Sick leave may accumulate to one hundred twenty (120) days. Each employee may use up to five (5) days of sick leave per year for family illness. Each employee will define his or her own "family."

5.2 PERSONAL LEAVE

At the beginning of each school year, each employee shall be granted two (2) days of leave without loss of pay to be used for the individual's business or personal reasons. Reasonable advance notice shall be provided to the principal prior to use of personal leave. Ordinarily, such notice shall be given at least two (2) days in advance of the use of the leave. Personal leave time may be accumulated to a maximum of seven (7) days. However, the third, fourth, fifth, sixth and seventh days of said accumulated personal leave may only be used as extended emergency leave as provided below. No personal leave day will be allowed the workday immediately preceding or immediately following any holiday, school recess, during the first or last week of school, or on noncontact days such as employee's workshop, in-service or parent-employee conferences.

5.3 EXTENDED EMERGENCY LEAVE

Extended emergency leave is defined as leave taken for serious illness or death of a employee's relatives as follows: Parent, grandparent, child, spouse, brother, sister, brother-in-law, sister-in-law and members of the employee's immediate household or relatives in the same category of the employee's spouse. Serious illness must be of such a nature that the life of the patient is in jeopardy or that one of the following is required: Surgery, intensive care, emergency out-patient care, specialist's services, post-operative treatment or care. Sick children at home shall also qualify under this

section. Extended emergency leave is only available to employees who have established accumulated personal leave and is limited to five (5) days in any given year.

5.4 EXTENDED EMERGENCY LEAVE BANK

Each faculty member with accumulated Extended Emergency Leave may donate up to one (1) day per fiscal year of extended emergency leave to a fellow staff member if this is in agreement with the West Harrison Education Association officer, the Superintendent, and the West Harrison Board of Education. The decision on this will be non-grievable.

5.5 DEATH LEAVE

A leave of not more than five (5) days with pay will be granted in the case of death of the immediate family of the employee. The immediate family is limited to parent, child, wife, husband, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law or any member of the immediate household of the employee. A leave of not more than one (1) day with pay will be granted in the case of the death of the employee's grandparent or the grandparent of an employee's spouse.

5.6 JURY DUTY

Employees called for jury duty shall receive their regular salary minus their jury duty compensation for schoolwork days missed. Any employee not required to perform jury duty all day shall work that part of the day not required for jury duty.

5.7 MILITARY LEAVE

Employees who are members of the Armed Forces or the Armed Forces Reserve or National Guard shall receive such military leave as required by state or federal law.

5.8 ADOPTION LEAVE

Adoption leave of up to four (4) weeks will be granted for the adoption of a child to the adopting parent only if sufficient sick leave time has been accumulated in the West Harrison Community School District.

5.9 PROFESSIONAL LEAVE

The employer will attempt to provide an opportunity for all employees to have access to professional leave for the purpose of improving their skills as a employee. The employer will establish a process for application for such leave and will make said process known to all employees not later than thirty (30) days after the start of the school year.

5.10 ASSOCIATION LEAVE

Four (4) days of leave shall be available to the association to attend ISEA delegate assembly or other association business. Such leave will be with full pay. If a substitute is hired to take the place of the absent employee, the Association will reimburse the school district for the cost of the substitute. The Superintendent will be given five (5) days notice of the use of such leave.

ARTICLE 6

HOLIDAYS and RECESSES

6.1 HOLIDAYS

The Board shall provide the following holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day. These five (5) days shall constitute five (5) of the one-hundred ninety (190) day contract days for the 2006-2007 Master Agreement.

6.2 RECESSES

The following unpaid recess periods shall be provided.

6.2.1 Thanksgiving

One (1) day in addition to the holiday.

6.2.2 Winter

A minimum of five (5) school days in addition to the two (2) holidays.

6.2.3 Spring

Two weekdays with one of these days subject to being used as a make up day for previous cancellations due to weather.

6.3 DEFINITION

For purposes of this article, a weekday shall be defined as any day except Saturday or Sunday.

ARTICLE 7

SENIORITY

7.1 SENIORITY DETERMINATION

Seniority shall be district-wide and shall be computed from the date the employee signed his individual contract. If two (2) or more employees have the same seniority date, the relative order of seniority, for purposes of this Agreement, shall be determined by the employee with the lowest last four (4) digits of their social security number being considered to have greater full-time continuous years of service. Employees less than full-time, but half-time or more, accrue seniority on a prorata basis.

7.2 SENIORITY LIST

No later than September 30 of each school year, the employer shall post in all school buildings and deliver to the Association a list showing the seniority of each employee employed by the West Harrison School District. Employee in this instance shall mean all persons identified as being a part of the bargaining unit.

ARTICLE 8

STAFF REDUCTION

8.1 REDUCTION IN STAFF PROCEDURES

When in the judgment of the Board of Directors, decline in enrollment, reduction of program or any other reason requires reduction of staff among employees, the administration shall attempt to accomplish the same by attrition except when the best interests of the school dictate otherwise. Staff reduction will be accomplished within the staff reduction categories of PK-5, 6-8, and 9-12. The 6-8 and 9-12 categories will be divided by subject area. Special areas such as art, music and P.E. will be considered as separate categories and will be classified in the category where the employee spends the majority of his/her time. Assignment to categories will be determined by the District on an annual basis. The District will select the employee whose contract is not to be renewed based on the following criteria:

- a. Certificate, endorsements and educational preparation.
- b. Relative skill, ability and demonstrated teaching performance as shown by formal evaluations and other evaluations within the work site and off-duty conduct which impacts on education in the District.
- c. Recent training in the area of assignment.
- d. Qualifications for co-curricular programs as shown by endorsements, training and experience.
- e. When all of the foregoing factors of a, b, c and d are considered in order and all are relatively equal, the employee with the last full-time continuous years of service in the School District will have their contract selected for non-renewal. In case of a tie in years of service in the School District, the employee with the lowest last four (4) digits of their social security number will be considered to have greater continuous years' service.

8.2 RECALL PROCEDURES

Employees who are laid off under this procedure shall for a period of two (2) years following the effective date of layoff be entitled to recall for any positions that become available in which the employee has had previous academic department (e.g. math, science, social studies, English, etc.) experience in the District and for which the employee is certified.

Any employee recalled to any available position shall notify the Board in writing of his/her acceptance of the position not later than five (5) days after receipt of a certified letter from the Board notifying him/her of his/her recall or fifteen (15) days after the mailing of said letter whichever is earlier. Failure of the employee to notify the Board of his/her acceptance of the recall shall be deemed a rejection of same and the employee shall have no further recall rights. If more than one employee is eligible for a position under this policy, employees shall be recalled in reverse order of layoff. Nothing in this section shall be deemed to require the Board to fill any vacant position.

ARTICLE 9

VOLUNTARY TRANSFERS

9.1 DEFINITION

Voluntary transfer shall mean the assignment of an employee to a different grade level, subject area or building.

9.2 NOTIFICATION OF VACANCIES

9.2.1 Dates

Except during the summer vacation, the Superintendent shall announce vacancies which occur during the school year and for the following school year by posting a list of vacancies in the employees' lounge at least two (2) weeks prior to advertising the vacancies. A waiver to this may be agreed upon between the Superintendent and association officers. During summer vacation, the Superintendent need only to notify the West Harrison Education Association President. If a employee is interested in a specific vacancy, they shall file that interest prior to summer vacation.

9.2.2 Filing Requests

Employees who desire a change in grade and/or subject, or who desire a transfer to another building may file a written statement of such desire with the Superintendent at the time the vacancy is announced. Such statement shall include the grade and/or subject to which the employee desires to be transferred in order of preference. Such requests for transfer and reassignment shall be submitted not later than seven (7) days following the date the vacancy is posted in the employees' lounge.

9.3 CRITERIA

In the determination of requests for voluntary transfer, the wishes of the individual employee may be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. If one or more employees have applied for transfer to the same position and all qualifications are equal, i.e. certification, educational hours, evaluation and other relevant educationally significant factors, then seniority shall be the determining factor. Nothing in this Article shall preclude the District from hiring an outside applicant for a vacancy. Vacancies which occur during the school year or within a period of fourteen (14) days prior to the opening of the public school year, shall be filled at the discretion of the employer. Within two (2) weeks after the position has been filled, you may request a conference with the superintendent or his/her designee regarding the reasons why you were denied the voluntary transfer.

ARTICLE 10

INVOLUNTARY TRANSFERS

10.1 DEFINITION

Involuntary transfers shall mean the assignment of an employee to a different grade level, subject area, or building at the initiation of the employer.

10.2 NOTICE

Notice of an involuntary transfer shall be given in writing to employees within a reasonable time after the decision to transfer is made.

10.3 STATEMENT OF REASONS

Any employee involuntarily transferred will be notified within a reasonable time after the decision to transfer is made for such transfer. Said employee shall be the first bargaining unit member made aware of the involuntary transfer. If involuntarily transferred to a new staff position, the employee shall not lose any seniority nor position on the salary schedule.

10.4 VOLUNTARY TRANSFER CONSIDERATION

No employee will be involuntarily transferred until the voluntary transfer procedure of this Agreement has been considered.

ARTICLE 11

MISCELLANEOUS

11.1 TRAVELING EXPENSES

Employees who are traveling for approved district travel will be paid mileage at the rate of forty (\$0.40) cents per mile.

ARTICLE 12

INSURANCE

The School District shall pay the actual cost of health, dental, life insurance and long term disability insurance for full-time employees.

ARTICLE 13

WAGES AND SALARIES

13.1 SCHEDULE

The salary for each employee covered by the regular salary schedule is attached hereto and made a part hereof as Schedule A to this contract. The extra duty schedule is attached hereto and made a part hereof as Schedule B to this contract. The Schedule A Base for 2006-2007 will be \$23,275. Horizontal percentage increments will be 4% from the BA lane to the BA+15 lane, 4% from the BA+15 lane to the BA+30 lane, 4% from the BA+30 lane to the BA+45 lane, 4% from the BA+45 lane to the MA lane, and 4% from the MA lane to MA+15 lane. Vertical increments will be 4.0% of the Base for steps 1 - 7; 4.25% of the Base for steps 8-14; and 4.5% of the Base for steps 15-17.

Phase I and II moneys will be added to the salary schedule for employees. If the legislation regarding Phases I and II is amended or if the funding formula or moneys appropriated for Phases I and II are changed, then the integrated Phase I and II moneys will be removed from the salary schedule and the salary schedule will be adjusted accordingly.

13.1.1 SUPPLEMENTAL PAY

The Supplemental Pay Schedule will be based upon the BA lane according to years of experience. Initial placement on schedule will be determined by mutual agreement of the Chief Negotiators for the WHEA and the Board.

13.1.2 NURSE

The Nurse is part of the bargaining unit.

13.2 PLACEMENT ON THE SALARY SCHEDULE

13.2.1 Step Placement

Each employee shall be placed on his or her proper step of the salary schedule in accordance with paragraph 13.2.2 below. Any employee hired prior to October 15th of any school year shall given full credit for one year of service toward the next step for the following year.

Employees shall be granted one vertical step on the schedule for each year of service until the maximum for their educational classification has been reached.

13.2.2 Teaching Experience.

The Board shall have the discretion to initially place an employee on any step of the salary schedule without regard to the individual's actual years of experience.

13.3. HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE

a. College or university work must be taken in residence classes or, if taken off campus, the course must meet all of the school's requirements toward graduate study or meet the requirements of the particular department toward graduation. Employees will be allowed credit on the salary schedule for additional hours earned from television or correspondence courses only if the credits earned through television or correspondence courses are placed on the official transcript of the institution sponsoring the course and constitute valid graduate courses counting toward the requirements of the particular department for graduation.

b. Employees will be allowed credit on the salary schedule for certification credit provided that credit could be received as a graduate credit from an accredited university or college.

The following limitations apply:

- (1) The course must be pre-approved by the Superintendent;
- (2) Must be in the employee's field for any hours after BA+15;
- (3) Eight (8) hours maximum of certification credits is allowed only to the BA+15;
- (4) Workshops taken for recertification credit outside the in-service time provided by the school will not be included in the eight hour limitation specified herein.

c. Credits apply on the BA+15 and BA+30 must be taken after the BA degree was granted. For credit on the salary schedule for a BA+30 or for the MA lane, hours beyond the BA+15 and MA degree must be in the employee's teaching field, in courses in teaching methods, or in other courses approved in advance by the Superintendent on

the form "REQUEST FOR COURSE APPROVAL." A employee will be allowed credit on a salary schedule for an MA degree in educational administration. All courses, in order to count for advancement on the salary schedule, must be approved in advance by the Superintendent.

d. College credits earned in late spring or summer school will count if written notice of intent to change educational lanes with the number of hours of credit expected is filed with the Superintendent or Board Secretary by April 22. Employees will file educational lane change requests on the form "REQUEST TO CHANGE EDUCATIONAL LANES." Evidence of satisfactory completion of intended credit, official college transcript, must be filed with the Superintendent or the Board Secretary at least three (3) days prior to the regular September Board of Directors' meeting.

13.4 VERTICAL ADVANCEMENT ON THE SALARY SCHEDULE

Any employee who qualifies to move horizontally on the salary schedule for additional hours earned shall move vertically for additional experience, if qualified, no more than one year in any year regardless of the number of years frozen at the top of any salary lane.

13.5 PAYCHECK ISSUED

Paychecks will be issued on the 20th of the month. If the 20th of the month falls on a weekend or legal holiday, the paychecks will be issued on the last business day preceding the holiday or weekend.

13.6 DUES DEDUCTION

An employee who desires to have monthly Association dues deducted from his/her regular paycheck shall submit to the employer a written authorization on the proper form. Such authorization must be submitted by September 10 of each year. An employee hired after September 10 may begin dues deduction at the time of initial hire and the dues shall be prorated for the remaining months of the employment through June. The Board shall deduct one-tenth (1/10th) of the total dues from each paycheck during the period of September through June. An employee may revoke his/her dues deduction authorization at any time upon providing thirty (30) days written notice to the employer. Dues deduction shall cease automatically upon an employee's termination. The Association agrees to hold harmless and indemnify the District, the Board and the administrators from any and all claims, damages, costs, attorney's fees and expenses arising out of the payment to the Association of dues under this section.

13.7 EXTENDED CONTRACTS

An employee whose regular teaching contract provides for professional services on days beyond the regular school year (Schedule A) shall be compensated at the per diem rate of his/her salary schedule base salary for each day in addition to those in the regular school year.

13.8 ANNUITIES

Pursuant to the provisions of Iowa law, it is the policy of the Board to honor the written request of an employee of the District when such request is properly executed by the employee and filed with the Board Secretary to purchase an individual contract for that employee. The Board Secretary is authorized to administer such contracts in accordance with the law and the terms of the contracts.

13.9 CAREER INCREMENTS

At the top of the BA+15, BA+30, BA+45, MA and MA+15 career lanes a career increment will be paid per year at the rate of 11.0% of Step One of each corresponding lane.

ARTICLE 14

COMPLIANCE AND DURATION

14.1 SEPARABILITY AND ENTIRE AGREEMENT

If any of the provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and continuing except to the extent permitted by law, and the District and the Association shall enter into negotiations within a reasonable period of time to replace said provision. All other provisions or applications shall continue in full force and effect.

This Agreement represents the entire Agreement between the parties and supersedes any previous Agreement written or verbal.

14.2 PRINTING AGREEMENT

Copies of this Agreement shall be printed in alternating years by the Association and then by the Board. A copy of this Agreement shall be given to all bargaining unit members.

14.3 DURATION PERIOD

This language portion of this Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2008. The salary and fringe benefit provisions shall become effective at the beginning of the first pay period of the 2007-2008 school year except that summer school coaches shall be paid at the new rate during the summer of 2007 and the new insurance cap shall be effective July 1, 2007.

14.4 SIGNATURE CLAUSE

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators and their signatures placed thereon, all on the _____ day of _____, 2007.

WEST HARRISON EDUCATION
ASSOCIATION

WEST HARRISON COMMUNITY
SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Chief Negotiator

By: _____
Chief Negotiator

APPENDIX A - GRIEVANCE FORM

Distribution of Form # _____

1. Association _____
2. Employee Step 1: Date Filed _____
3. Employer Step 2: _____
Step 2: Date Filed _____

Grievant(s)

S T E P 2

Date Violation Occurred _____

Section(s) of Contract Violated _____

Statement of Grievance _____

Relief Sought _____

Signature Date

Disposition by Principal of Immediate Supervisor _____

Signature of Principal
or Immediate Supervisor

Date

S T E P 3

A. _____
Signature of Grievant Date Filed

B. Disposition by Superintendent of Designee _____

C. _____
Signature of Director of Date
Instructional Services

S T E P 4

A. _____
Signature of Association Representative

B. _____
Date Submitted to Arbitration

**APPENDIX B -
AUTHORIZATION FOR PAYROLL DEDUCTION
FOR EDUCATION ASSOCIATION DUES**

First Name

Middle Initial

Last Name

I. DUES

I hereby request and authorize the Board of Education of the West Harrison Community School District, as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of:

West Harrison Education Association,
Affiliate of Southwest Uniserv Unit, ISEA, NEA

I understand that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date: _____ Signature: _____

Social Security No: _____ - _____ - _____

Amount: \$ _____

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APPENDIX C - Schedule A

2007 – 2008 Salary Schedule

| STEP | BA | BA+15 | BA+30 | BA+45 | MA | MA+15 | | |
|------|--------------|--------------|--------------|--------------|--------------|--------------|----------------|----------|
| 1 | \$ 24,500.00 | \$ 25,480.00 | \$ 26,460.00 | \$ 27,440.00 | \$ 28,420.00 | \$ 29,400.00 | BA TO BA+15 | 4.000% |
| 2 | \$ 25,480.00 | \$ 26,460.00 | \$ 27,440.00 | \$ 28,420.00 | \$ 29,400.00 | \$ 30,380.00 | BA+15 TO BA+30 | 4.000% |
| 3 | \$ 26,460.00 | \$ 27,440.00 | \$ 28,420.00 | \$ 29,400.00 | \$ 30,380.00 | \$ 31,360.00 | BA+30 TO BA+45 | 4.000% |
| 4 | \$ 27,440.00 | \$ 28,420.00 | \$ 29,400.00 | \$ 30,380.00 | \$ 31,360.00 | \$ 32,340.00 | BA+45 TO MA | 4.000% |
| 5 | \$ 28,420.00 | \$ 29,400.00 | \$ 30,380.00 | \$ 31,360.00 | \$ 32,340.00 | \$ 33,320.00 | MA TO MA+15 | 4.000% |
| 6 | \$ 29,400.00 | \$ 30,380.00 | \$ 31,360.00 | \$ 32,340.00 | \$ 33,320.00 | \$ 34,300.00 | | |
| 7 | \$ 30,380.00 | \$ 31,360.00 | \$ 32,340.00 | \$ 33,320.00 | \$ 34,300.00 | \$ 35,280.00 | VERT. INCREASE | 4.000% |
| 8 | \$ 31,421.25 | \$ 32,401.25 | \$ 33,381.25 | \$ 34,361.25 | \$ 35,341.25 | \$ 36,321.25 | | \$ 980 |
| 9 | \$ 32,462.50 | \$ 33,442.50 | \$ 34,422.50 | \$ 35,402.50 | \$ 36,382.50 | \$ 37,362.50 | VERT. INCREASE | 4.250% |
| 10 | \$ 33,503.75 | \$ 34,483.75 | \$ 35,463.75 | \$ 36,443.75 | \$ 37,423.75 | \$ 38,403.75 | | \$ 1,041 |
| 11 | \$ 34,545.00 | \$ 35,525.00 | \$ 36,505.00 | \$ 37,485.00 | \$ 38,465.00 | \$ 39,445.00 | VERT. INCREASE | 4.500% |
| 12 | \$ 35,586.25 | \$ 36,566.25 | \$ 37,546.25 | \$ 38,526.25 | \$ 39,506.25 | \$ 40,486.25 | | \$ 1,103 |
| 13 | | \$ 37,607.50 | \$ 38,587.50 | \$ 39,567.50 | \$ 40,547.50 | \$ 41,527.50 | | |
| 14 | | \$ 38,648.75 | \$ 39,628.75 | \$ 40,608.75 | \$ 41,588.75 | \$ 42,568.75 | | |
| 15 | | | \$ 40,731.25 | \$ 41,711.25 | \$ 42,691.25 | \$ 43,671.25 | | |
| 16 | | | \$ 41,833.75 | \$ 42,813.75 | \$ 43,793.75 | \$ 44,773.75 | | |
| 17 | | | | \$ 43,916.25 | \$ 44,896.25 | \$ 45,876.25 | | |
| | 11.00% | \$ 2,802.80 | \$ 2,910.60 | \$ 3,018.40 | \$ 3,126.20 | \$ 3,234.00 | | |

SUPPLEMENTAL PAY

| | | |
|-----------|---------|--------|
| GROUP I | 2817.50 | 11.50% |
| GROUP II | 2450.00 | 10% |
| GROUP III | 1911.00 | 7.80% |
| GROUP IV | 1494.50 | 6.10% |
| GROUP V | 1127.00 | 4.60% |
| GROUP VI | 808.50 | 3.30% |

**APPENDIX C -
Schedule B
Supplemental Pay
Extracurricular Supplement Pay for 2007-2008**

| Step | Group I 11.50% | Group II 10.00% | Group III 7.80% | Group IV 6.10% | Group V 4.60% | Group VI 3.30% |
|--------------|---------------------------|----------------------------|----------------------------|---------------------------|--------------------------|---------------------------|
| 1 | \$2,817.50 | \$2,450.00 | \$1,911.00 | \$1,494.50 | \$1,127.00 | \$ 808.50 |
| 2 | \$2,930.20 | \$2,548.00 | \$1,987.44 | \$1,554.28 | \$1,172.08 | \$ 840.84 |
| 3 | \$3,042.90 | \$2,646.00 | \$2,063.88 | \$1,614.06 | \$1,217.16 | \$ 873.18 |
| 4 | \$3,155.60 | \$2,744.00 | \$2,140.32 | \$1,673.84 | \$1,262.24 | \$ 905.52 |
| 5 | \$3,268.30 | \$2,842.00 | \$2,216.76 | \$1,733.62 | \$1,307.32 | \$ 937.86 |
| 6 | \$3,381.00 | \$2,940.00 | \$2,293.20 | \$1,793.40 | \$1,352.40 | \$ 970.20 |
| 7 | \$3,493.70 | \$3,038.00 | \$2,369.64 | \$1,853.18 | \$1,397.48 | \$ 1,002.54 |
| 8 | \$3,613.44 | \$3,142.13 | \$2,450.86 | \$1,916.70 | \$1,445.38 | \$ 1,036.90 |
| 9 | \$3,733.19 | \$3,246.25 | \$2,532.08 | \$1,980.21 | \$1,493.28 | \$ 1,071.26 |
| 10 | \$3,852.93 | \$3,350.38 | \$2,613.29 | \$2,043.73 | \$1,541.17 | \$ 1,105.62 |
| 11 | \$3,972.68 | \$3,454.50 | \$2,694.51 | \$2,107.25 | \$1,589.07 | \$ 1,139.99 |
| 12 | \$4,092.42 | \$3,558.63 | \$2,775.73 | \$2,170.76 | \$1,636.97 | \$ 1,174.35 |
| 13-15 | \$4,212.16 | \$3,662.75 | \$2,856.95 | \$2,234.28 | \$1,684.87 | \$ 1,208.71 |

GROUP I 11.5%

★ Athletic Director, High School

★ Head Coach, High School:

- Basketball
- Baseball, Summer
- Cheerleading, 9-12
- Cross Country, Boys and Girls (Combination)

- Football
- Softball, Summer
- Strength Coach, School Year
- Track, Boys'
- Track, Girls'

- Volleyball
- Wrestling

GROUP II 10%

- ★ History Day Sponsor
- ★ Instrumental Music, High School

★ Music Instructor, Assistant High and Junior High School

- ★ Strength Coach, Summer
- ★ Vocal Music, High School

GROUP III 7.8%

★ Assistant Coach, High School:

- Basketball
- Baseball, Summer
- Football

- Softball, Summer
- Track, Boys'
- Track, Girls'
- ★ Junior Class Fund Raiser

- Volleyball
- Wrestling

★ Music Instructor, Elementary:

- Beginner Band & Vocal (see note below)

GROUP IV 6.1%

★ Athletic Director, Junior High

★ FFA Advisor

★ Head Coach, Junior High:

- Cheerleading, 7-8
- Basketball
- Football

- Track, Boys'
- Track, Girls'

- Volleyball
- Wrestling

★ Play Director per Play

★ Speech

★ Yearbook Advisor

GROUP V 4.6%

★ Assistant Coach, Junior High:

- Basketball
- Football

- Track, Boys'
- Track, Girls'

- Volleyball
- Wrestling

★ FCCLA Advisor

GROUP VI 3.3%

★ Major Fund Raising Sponsor

★ National Honor Society

★ Senior Class Sponsor

★ Set Director/Plays

★ Prom Advisor, Junior Senior

Driver Education \$180 per Student

NOTE: As replacements are needed in the K-12 music department they will be replaced on the schedule below:

- Group II 5-12 Instrumental Music
- Group II 6-12 Vocal Music
- Eliminate the Elementary Music Instructor: Band and Vocal pay category
- Eliminate the Assistant High and Junior High Music Instructor pay category

APPENDIX D - New Professionals Mentoring Program

D.1 Definitions:

D.1.1 New Professional Mentoring Program

West Harrison Community School District's program of support and assistance for New Professionals.

D.1.2 New Professional

Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

D.1.3 Instructional Mentor

A employee who has been trained and assigned to provide assistance to a New Professional.

D.2 Wages

D.2.1 Instructional Mentor

Each Instructional Mentor shall receive \$500 per semester for mentoring one New Professional.

An Instructional Mentor shall mentor no more than one New Professional each semester.

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the employee's per diem rate.

D.2.2 New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the employee's per diem rate.

D.3 Evaluation

a. The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256.9(51) of Iowa Code shall be the basis for negotiating the evaluation to be utilized by the district to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

NOTE: This proposal is made for the purposes of opening negotiations on the Comprehensive Evaluation for new employees, and the Association reserves the right to modify the proposal and continue negotiations subsequent to the receipt of the Department of Education model.

b. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program. The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

c. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.

d. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.

e. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued District employment or recommendations for continuation or renewal for licensure of a New Professional.

f. Other than a notation to the effect that a employee has served as an Instructional Mentor, a employee's activities as an Instructional Mentor shall not be part of that employee's evaluation.

D.4. Professional Leave

Each Instructional Mentor and each New Professional shall be provided at least two (2) days each quarter of paid professional leave. Such leave may be used in two-hour blocks for the purpose of completing induction activities including, but not limited, to such activities as observing other employees, conferencing, and individual professional skill development.

D.5. Process for Dissolving Mentoring Partnerships

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor be assigned within ten (10) days.

**APPENDIX E -
Request for Course Approval**

DATE: _____

I request that the following course(s) be approved for possible advancement on the salary schedule. This applies to Article XIII Section Three (3) of the Master Contract.

| | Credit Hours |
|-----------------|--------------|
| Course 1. _____ | _____ |
| Course 2. _____ | _____ |
| Course 3. _____ | _____ |

Signature of Employee: _____

| | | | |
|-------|-----------------------------------|---------------------------------------|-----------------------|
| _____ | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved | _____ |
| Date | | | Principal's Signature |

| | | | |
|-------|-----------------------------------|---------------------------------------|----------------------------|
| _____ | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved | _____ |
| Date | | | Superintendent's Signature |

APPENDIX F –

Request to Change Educational Lanes

DUE APRIL 22

(Circle one)

A. My plans are to earn sufficient hours of additional college credit during this summer which would qualify according to West Harrison policies toward advancement on the salary schedule.

OR

B. I have earned sufficient hours of graduate credit toward advancement on the salary schedule.

I request that the official transcripts, which I have requested to be sent to the Board Secretary to be reviewed by the Superintendent for compliance with the Master Contract, and that, my location on the salary schedule be changed from:

(Circle present contract column)

| | | | | |
|----|-------|-------|-------|----|
| BA | BA+15 | BA+30 | BA+45 | MA |
|----|-------|-------|-------|----|

(Circle change requested to)

| | | | | | |
|----|-------|-------|-------|----|-------|
| BA | BA+15 | BA+30 | BA+45 | MA | MA+15 |
|----|-------|-------|-------|----|-------|

Advancement on the salary schedule for additional experience is at the rate of one year per year.

Changes in contract salaries will be made only after official transcripts supporting the change have been filed with the Superintendent or Board Secretary at least three days prior to the regular September Board of Education meeting.

Employee's Signature: _____ Date: _____

Received by Board Secretary: _____ Date: _____

Reviewed and Approved:

Superintendent's Signature: _____ Date: _____